

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

RAJVEER, LLC,

Plaintiff,

v.

**INN ON CARMICHAEL, LLC,
CHHITEL PATIDAR, AND JOHN PATEL**

Defendants.

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CASE NO._____

COMPLAINT

INTRODUCTION

Rajveer, LLC brings this action for breach of contract in the sale of a hotel in Montgomery, Alabama. In purchasing the hotel, the Sellers, your Defendants herein, promised to assume certain expenses under the terms of the Plaintiff's financing agreement. The Defendants refused the Plaintiff's request for payment of those expenses.

JURISDICTION, PARTIES, AND ARTICLE III STANDING

- 1.** Because this is an action in which there is a total diversity of the parties, this Court is vested with original jurisdiction under 28 U.S.C. § § 1332. Even only a portion of the concrete and particularized injury in this matter, the loss of reimbursement of contractual fees, exceeds \$75,000.
- 2.** Venue is proper in this Court, the United States District Court for the Northern District of Georgia, pursuant to Title 28, U.S.C. § 1391 and the Local Rules of the United States District Court for the Middle District of Georgia.

3. Defendant, Inn on Carmichael, LLC (“IOC”) was a Georgia limited liability company (“LLC”). It never registered as a foreign LLC to conduct business in the State of Alabama. It regularly conducted business within both the State of Alabama and Montgomery County Alabama. Upon information and belief, the entity was administratively dissolved by the State of Georgia, but then while facing litigation petitioned for reinstatement.
4. Defendant, Chittel Patidar is a resident of the State of Georgia. Chittel Patidar entered into a contract on behalf of Defendant IOC for the sale of a hotel in Alabama owned by the Defendants and operated by the Defendants.
5. Defendant John Patel is over the age of 18, and resides in Georgia. John Patel entered into a contract on behalf of Defendant IOC for the sale of a hotel owned by the Defendants and operated by the Defendants in Montgomery County Alabama.
6. Plaintiff Rajveer, LLC is an Alabama limited liability company. It purchased a hotel from the Defendants located in Montgomery County, Alabama. Its sole member is a foreign national that resided in Alabama at the time the subject contract was entered into; and, currently resides in Tulsa, Oklahoma.

STATEMENT OF FACTS

7. On or about April 19, 2019 the Plaintiff purchased from the Defendants the Budgetel Hotel operating at 5175 Carmichael Road, Montgomery, Alabama. The contract was entered into in Montgomery, Alabama.
8. The terms of the sale were memorialized in writing.
9. The Plaintiffs obtained financing for the purchase from Millenium Investment Group, LLC (“Millenium”).
10. Millenium was previously the financing entity for the seller Defendants.

11. Defendant IOC was never registered to do business in Alabama.
12. Defendant IOC never filed any reports or other filings, including dissolution, with the Georgia Secretary of State after February 2019.
13. The Georgia Secretary of State noticed IOC that it would be administratively dissolved because of its failure to file an annual report. The Georgia Secretary of State in fact administratively dissolved IOC.
14. IOC failed to operate and do business after it was administratively dissolved.
15. IOC was abandoned by its owners.
16. There is no separate identity of John Patel and IOC as he was the actual operator, seller, and owner of the hotel.
17. Defendant John Patel was the owner of Defendant IOC; dominated and controlled Defendant IOC; and, commingled personal funds with Defendant IOC.
18. The purchaser/Plaintiff was in many ways simply taking over the loan from Millenium. Consequently the Defendants knew at all times what the terms of the Plaintiff's financing were and what the essential terms meant.
19. Plaintiff has made demand upon the Defendants and the Defendants have refused to pay.
20. Under the terms of the Contract the Defendants owe the Plaintiff \$112,853.33.

BREACH OF CONTRACT

21. The Defendants are obligated to perform under its contract made with the Plaintiff in April of 2019.
22. There was adequate consideration given for the mutual promises in the Contract.
23. There was mutual assent.
24. The Defendants breached each of the above contractual duties.

25. The breach of those promises has caused damage to the Plaintiff.
26. Because the Defendants Chittel Patidar and John Patel abused the corporate form they are liable jointly and severally from IOC for the breach of contract.

WHEREFORE, PREMISES CONSIDERED, RAJVEER, LLC DEMANDS AS FOLLOWS:

- a. For damages for the above-described breach of contract against each of the Defendants;
- b. For interest thereon; and,
- c. For such other relief as the Court deems appropriate.

Attorney for the Plaintiffs:

/s/ Michael F. Braun

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